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November 20, 2013

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The Honorable Alvin K. Hellerstein
United States District Court for the
Southern District of New York
500 Pearl Street, Room 1050
New York, NY 10007-1312

By ECF and Fed Ex to Chambers

RE: *Metcalf v. Zoullas et al.*, 1:11-cv-03996-AKH

Dear Judge Hellerstein:

We are writing jointly with the defendants as instructed by the Court in the November 14, 2013 hearing on this matter to submit the additional invoice of the mediator, Mr. David Brodsky, that is not reflected on the plaintiffs' expense submissions in connection with the motion to approve the settlement filed on August 8, 2013. Mr. Brodsky indicated at the hearing that he believed there was an outstanding unpaid invoice of \$6800 that had been issued in the last two months.

As it turns out, Mr. Brodsky's invoice had not been issued, and he also had not billed the parties for his time since April, 2013. On November 15, 2013, Mr. Brodsky sent an invoice for his unbilled time, totalling \$18,000, which exceeds slightly what the parties understood at the hearing to be his additional bill. Half of this invoice -- \$9000 -- is the plaintiffs' responsibility. A copy of Mr. Brodsky's invoice is attached.

At the hearing, we identified total expenses of \$56,705.38, including \$52,823.67 for the Chitwood firm as set forth on Exhibit 4 of the Declaration of Carol Shahmoon (filed in connection with the motion to approve the settlement on August 8, 2014 (Dkt. # 69)), as well as \$3,987.71 in expenses for the Kessler Topaz firm, counsel in the state court actions, as set forth on Ex. B to Exhibit 8 of the Shahmoon Declaration. Exhibit 4 and Ex. B are attached for the Court's convenience. Based on the unpaid invoice of Mr. Brodsky, which the parties believed imposed an additional expense of \$6800, the Court ordered an award of expenses up to \$65,000 and asked the parties to submit his additional invoice.

With Mr. Brodsky's additional invoice, the total out of pocket expense of plaintiffs is \$65,705.38.

Respectfully submitted,

Gregory E. Keller
Gregory E. Keller

Counsel for Plaintiffs

Michael G. Bongiorno
Michael G. Bongiorno

Counsel for Defendants

Bruce Paulsen
Bruce Paulsen

DAVID M. BRODSKY
BRODSKY ADR LLC
MEDIATIONS AND ARBITRATIONS

November 14, 2013

Gregory Keller, Esq.
Michael Bongiorno, Esq.
Bruce Paulsen, Esq.

Re: Eagle Bulk Mediation

INVOICE

For professional services since April 7, 2013, including multiple telephone calls and emails, meetings, two additional mediation sessions, and preparation for and attendance at Court hearing (25 hours).....\$18,000

Please make check payable to Brodsky ADR LLC, and send to:

David M. Brodsky, Esq,
Brodsky ADR LLC
4 Burgess Road
Scarsdale, New York 10583

EXHIBIT 4

Metcalf, et al. v. Zoullas et al.

Chitwood Harley Harnes LLP - Expense Report

Case Expenses

Consultants & Expert	
Witnesses	19,905.00
Courier, Freight & Delivery	1,667.30
Court Costs	1,177.50
Court Reporter	10,606.75
Meals & Meetings	227.04
Mediation	9,000.00
Inhouse Photocopies	1,169.30
Photocopy & Litigation	
Support	2,622.24
Postage	56.75
Telephone	32.90
Travel Expenses	6,358.89
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Total Expenses	\$ 52,823.67

Exhibit B

Kessler Topaz Meltzer & Check, LLP
Chan v. Zoullas, et al ., Index No. 652335/2011 and
Harris v. Zoullas, et al ., Index No. 652398/2011
Expenses Summary

Expense Description	
Court Reporters & Transcripts	200.35
Messenger, Courier & Overnight Mail	253.79
Internal Reproduction Costs (2,138 @ 10¢)	213.80
Meals, Hotels & Transportation	2,327.71
Research	992.06
TOTAL:	\$3,987.71